

1 **MARRON LAWYERS, APC**
2 Paul B. Arenas (SBN 167863)
3 parenas@marronlaw.com
4 5000 E. Spring St., Suite 580
Long Beach, CA 90815
(562) 432-7422 Telephone
(562) 683-2721 Facsimile

5 Attorneys for Plaintiff Star Asia
6 International, Inc.

7 **UNITED STATES DISTRICT COURT**

8 **CENTRAL DISTRICT OF CALIFORNIA – EASTERN DIVISION**

9
10 STAR ASIA INTERNATIONAL,
11 INC.,

Case No.: 5:22-cv-796

12 Plaintiff,

COMPLAINT

13 vs.

14 TAYLORED SERVICES, LLC,

15 Complaint Filed:

16 Defendant.

17 Star Asia International, Inc. (“Star Asia”) alleges for its complaint against
18 Defendant Taylored Services, LLC (“Taylored”) as follows:

19 **PARTIES**

20 1. Star Asia is a Georgia corporation with its principal place of business
21 at 208 Church Street, Decatur, GA 30030. Star Asia is a non-vessel-operating
22 common carrier (“NVOCC”) licensed by the Federal Maritime Commission.

23 2. Taylored is limited liability company formed in Delaware with its
24 principal place of business at 1495 E Locust St., Ontario, California 91761.

25 **JURISDICTION AND VENUE**

26 3. This Court has subject matter jurisdiction over this complaint pursuant
27 to 28 U.S.C. § 1331 and § 1331.

28 4. Jurisdiction is proper because complete diversity exists between the

1 parties and the amount in controversy exceeds \$75,0000. Defendant is a Delaware
2 limited liability company with a principal place of business located in Ontario, CA.
3 Plaintiff is a Georgia corporation with a principal place of business located in
4 Decatur, GA.

5 5. Personal jurisdiction exists over Taylored in California because it has
6 warehouse facilities and provides third party logistics (3PL) services in Ontario,
7 California. Moreover, all of the events giving rise to Star Asia's claims occurred in
8 Ontario, California.

9 **STATEMENT OF FACTS**

10 6. In or about March 2021, Star Asia was engaged by Ex-Cell Home
11 Fashions Inc. ("Ex-Cell") to provide ocean transportation and related logistics
12 services for approximately eighteen (18) containers of textiles (the "Shipments")
13 moving from Asia to the United States.

14 7. Star Asia then engaged vessel operating common carriers ("VOCCs")
15 to transport the Shipments. The VOCCs issued master bills of lading ("MBL")
16 identifying Star Asia as the shipper. Ex-Cell's goods were then loaded and packed
17 into containers, which are owned by the VOCCs.

18 8. For each of the Shipments, Star Asia issued a house bill of lading
19 naming Ex-Cell as the consignee. The bill of lading for the Shipments provided that
20 Star Asia was responsible for port-to-port delivery, and that Ex-Cell would arrange
21 for the inland transportation of the Shipments to their ultimate destination by a motor
22 carrier.

23 9. Upon information and belief, Ex-Cell arranged for the Shipments to be
24 transported by motor carrier to a Taylored warehouse (the "Warehouse") located in
25 Ontario, California, where the goods were to be stored.

26 10. From May to July 2021, the Shipments arrived in the United States.
27 Upon arrival, the Shipments cleared customs and were duly transported to the
28 Warehouse. The Shipments were transported to the Warehouse, on or about, May

1 31 to July 13, 2021.

2 11. Because the Shipments were packed and loaded into VOCC-owned
3 containers (the “Equipment”), the Equipment’s use was subject to the VOCC’s tariff
4 and MBL terms and conditions, which provide that Equipment must be returned
5 within a certain number of days (“free time”). VOCCs typically provide five (5)
6 days of free time to unload and return Equipment. If the Equipment is not returned
7 within the allotted free time, detention/per diem is assessed for every additional day
8 the Equipment is not returned. Per diem/detention charges can range between \$125
9 to \$370 per day.

10 12. As the shipper on the VOCC’s MBL, Star Asia has a right to possess
11 and is responsible for the Equipment until it is returned. Star Asia is also responsible
12 to the VOCC for the per diem/detention charges that accrue as a result of the failure
13 to return the Equipment within the allotted free time.

14 13. Once a container is delivered to the Warehouse, Taylored is required to
15 unload the container and make it available to the motor carrier for pick up, to return
16 it within the allotted free time. Taylored, however, failed to do so and instead held
17 eighteen (18) containers at its Warehouse for several months.

18 14. On or about August 6, 2021, Star Asia was informed that Taylored had
19 not unloaded the Shipments and had been holding the Equipment for several months.
20 Star Asia immediately contacted Taylored requesting that the Equipment be returned
21 but received no response. In that same month, Star Asia made additional attempts to
22 contact Taylored regarding the Equipment but received no response.

23 15. The Equipment was not returned to the VOCCs until several months
24 after delivery to Taylored. Most of the Equipment was returned between August to
25 September 2021.

26 16. Due to Taylored’s failure to return the Equipment in a timely fashion,
27 per diem/detention charges accrued on the containers in the amount of \$241,990,
28 which charges were assessed against Star Asia by the VOCCs.

17. Despite demand having been made, Taylored has refused to pay the per diem/detention charges.

Count I- Negligence

18. Star Asia repeats and realleges each of the assertions made in paragraphs 1 to 17 above.

19. Taylored provides warehouse services to the public.

20. Taylored owes a duty of reasonable care to its customers in handling, storing, and unloading goods.

21. Taylored breached its duty of care by failing to use the degree of care a reasonably prudent warehouseman would under the same or similar circumstances. Taylored's acts and omissions include, but are not limited to, failing to return the Equipment in a timely manner within the allotted free time.

22. As a result of Taylored's negligence, Star Asia suffered damages in excess of \$241,990.

Count II- Breach of Bailment

23. Star Asia repeats and realleges each of the assertions made in paragraphs 1-22 above.

24. The Equipment was delivered to Taylored creating a bailment.

25. Taylored as bailee, had sole, actual, and physical possession of the Equipment.

26. Taylored was aware that the Equipment must be returned within the allotted free time to prevent per diem/detention charges from accruing.

27. Taylored failed to unload the cargo from the containers and return the equipment in a timely fashion.

28. Taylored was in violation of its statutory and common law duties and obligations as a bailee to unload the goods and return the equipment.

29. As a result of Taylored's failure to comply with its statutory and common law duties, Star Asia has suffered damages in excess of \$241,990.

Count III- Conversion

1 30. Star Asia repeats and realleges each of the assertions made in
2 paragraphs 1-29 above.
3

4 31. In its capacity as a NVOCC, acting on behalf of Ex-Cell, Star Asia had
5 a right to possession of the Equipment.
6

7 32. Star Asia's right to possession of the Equipment was superior to any
8 right of possession of Taylored.
9

10 33. By refusing to return the Equipment in a timely manner, Taylored
11 unlawfully exercised dominion or a right of ownership over Equipment that Star
12 Asia had a right to possess.
13

14 34. Taylored's retention of the Equipment for several months constitutes
15 unlawful conversion of property and interfered with Star Asia's possessory rights.
16

17 35. As a result of Taylored's unlawful conversion of the Equipment, Star
18 Asia has suffered damages in excess of \$241,990.
19

Prayer for Relief

20 WHEREFORE Star Asia requests that this Court grant the following relief:
21

- 22 A. Award Star Asia damages in the amount of \$241,990;
- 23 B. Award pre-judgment and post-judgment interest; and
- 24 C. Award such other equitable or legal relief as may be necessary
25 and proper.

26 Dated: May 10, 2022

MARRON LAWYERS, APC

27 28 By: /s/Paul B. Arenas
29

30 Paul B. Arenas
31 Attorneys for Plaintiff Star Asia
32 International, Inc.
33